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12 Attorneys for Plaintiff

13 LAUREATE EDUCATION, INC.

14 UNITED STATES DISTRICT COURT  
15  
16 NORTHERN DISTRICT OF CALIFORNIA  
17  
18 SAN JOSE DIVISION

19 LAUREATE EDUCATION, INC.,  
20 a Maryland corporation,

21 Plaintiff,

22 v.

23 TEACHSCAPE, INC., a Delaware corporation

24 Defendant.

Case No.: C 07-3225 RS

**FIRST AMENDED COMPLAINT  
FOR INJUNCTIVE RELIEF AND  
DAMAGES**

**JURY DEMAND**

25 Plaintiff Laureate Education, Inc. (hereinafter referred to as “Laureate”) alleges  
26 against Defendant Teachscape, Inc. (“Teachscape”) as follows:

**JURISDICTION AND VENUE**

27 1. The Court has jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and  
28 1338 because this is an action for copyright infringement under the Copyright Act, 17  
U.S.C. §§ 101 *et seq.*

1           2.       This Court also has jurisdiction over this action pursuant to 28 U.S.C. § 1332  
2 because the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest  
3 and costs, and is between citizens of different States.

4           3.       Venue is proper pursuant to 28 U.S.C. §§ 1391(b) and 1400(a) because  
5 Teachscope has its principal place of business in Northern District of California, and  
6 because a substantial part of the events giving rise to the claim alleged herein occurred in  
7 this judicial district.

#### 8                               **INTRADISTRICT ASSIGNMENT**

9           4.       Because this action is an Intellectual Property Action within the meaning of  
10 Civil Local Rule 3-2(c), the action is to be assigned on a district-wide basis.

#### 11                               **THE PARTIES**

12           5.       Laureate is a corporation organized and existing under the laws of the State of  
13 Maryland, with its principal place of business in Baltimore, Maryland.

14           6.       Teachscope is a corporation organized and existing under the laws of the State  
15 of Delaware with its principal place of business in San Francisco, California.

#### 16                               **CLAIM FOR RELIEF**

#### 17                               **(For Copyright Infringement Pursuant To 17 U.S.C. §§ 101 *Et Seq.*)**

18           7.       Laureate is a leader in the post-secondary education market and offers online  
19 degree programs throughout the United States and internationally. One of Laureate's main  
20 focuses is on the development and marketing of distance-delivered education master's  
21 degree programs and graduate courses for teachers, which it provides with its subsidiary,  
22 Canter & Associates, LLC (formerly Canter & Associates, Inc. and hereinafter referred to as  
23 "Canter").

24           8.       One of Laureate's and Canter's distance-delivered education master's degree  
25 program offerings is their Master in the Art of Teaching ("MAT") program offered through  
26 Canter's educational institution partner, Marygrove College ("Marygrove"), that dates back  
27 to 1994.

28

1           9.       During its relationship with Marygrove, Canter developed a specialized  
 2 master's degree program, and in particular a MAT program with a focus on Curriculum,  
 3 Instruction and Assessment ("Canter's CIA Degree Program") that was offered to teachers  
 4 through Marygrove. The development of Canter's CIA Degree Program was accomplished  
 5 at great cost and effort to Canter. In addition, development and accreditation of Canter's  
 6 CIA Degree Program for a Marygrove master's degree took 24 months.

7           10.      With funding and approval from Laureate, and pursuant to Canter's  
 8 proprietary and confidential research, in the 2001 through 2004 time-frame Canter  
 9 developed several specialized programs for master's degrees in various subject areas,  
 10 including a specialization in Elementary Reading and Literacy, for Grades K-6 ("Laureate's  
 11 Reading Degree Program"), and two specializations in Mathematics, with one for  
 12 Grades K-5 and one for Grades 6-8 (collectively, "Laureate's Math Degree Programs"), in  
 13 addition to Canter's CIA Degree Program, which it assigned to Laureate. The development  
 14 of Laureate's Reading and Math Degree Programs, including the creation of video and  
 15 written materials for the courses in these programs, was accomplished at great cost and  
 16 effort to Laureate and Canter.

17           11.      The distance-delivered education master's degree programs and graduate  
 18 courses developed by Laureate and Canter, including Laureate's Reading and Math Degree  
 19 Programs, contain wholly original material and are copyrightable subject matter under the  
 20 laws of the United States. The following copyrights (hereinafter referred to collectively as  
 21 "AudioVisual and Online Course Materials"), organized by specialization specific course  
 22 materials and then "core" course materials that are common to all programs, are duly owned  
 23 by Laureate and were registered on April 10, 2007:

24                   (b)    Laureate's Reading Degree Program Materials for Grades K-6

25                           (1)    *Foundation of Reading and Literacy Development*

26                                   Title: Foundation of Reading and Literacy Development;  
 27                                   Class: Literary Work; No. TX 6-524-266

28                                   Title: Foundations of Reading and Literacy; Class: Performing  
                                       Arts; No. PA 1-367-175

(2) *Strategies for Literacy Instruction, Part I*

Title: *Strategies for Literacy Instruction, Part I*; Class: Literary Work; No. TX 6-524-267

Title: *Strategies for Literacy Instruction, Part I*; Class: Performing Arts; No. PA 1-367-176

(3) *Strategies for Literacy Instruction, Part II*

Title: *Strategies for Literacy Instruction, Part II*; Class: Literary Work; No. TX 6-524-268

Title: *Strategies for Literacy Instruction, Part II*; Class: Performing Arts; No. PA 1-367-177

(4) *Supporting the Struggling Reader*

Title: *Supporting the Struggling Reader*; Class: Literary Work; No. TX 6-524-263

Title: *Supporting the Struggling Reader*; Class: Performing Arts; No. PA 1-367-178

(5) *Planning and Managing the Classroom Literacy Program*

Title: *Planning and Managing the Classroom Literacy Program*; Class: Literary Work; No. TX 6-524-264

Title: *Planning and Managing the Classroom Literacy Program*; Class: Performing Arts; No. PA 1-367-179

(b) Laureate's Math Degree Program Materials for Grades K-5(6) *Elementary Mathematics: Number and Operations*

Title: *Elementary Mathematics: Number and Operations*; Class: Literary Work; No. TX 6-524-262

Title: *Elementary Mathematics: Number and Operations, Grades K-5*; Class: Performing Arts; No. PA 1-367-181

(7) *Elementary Mathematics: Geometry and Measurement*

Title: *Elementary Mathematics: Geometry and Measurement*; Class: Literary Work; No. TX 6-524-260

Title: *Elementary Mathematics: Geometry and Measurement, Grades K-5*; Class: Performing Arts; No. PA 1-367-182

(8) *Elementary Mathematics: Algebra*

Title: *Elementary Mathematics: Algebra*; Class: Literary Work; No. TX 6-524-259

Title: *Algebra, Grades K-5*; Class: Performing Arts; No. PA 1-367-183

(9) *Elementary Mathematics: Data Analysis and Probability*

Title: *Elementary Mathematics: Data Analysis and Probability*; Class: Literary Work; No. TX 6-524-253

Title: *Elementary Mathematics: Data Analysis and Probability, Grades K-5*; Class: Performing Arts; No. PA 1-367-184

(c) Laureate's Math Degree Program Materials for Grades 6-8(10) *Number and Operations, Grades 6-8*

Title: Number and Operations, Grades 6-8; Class: Literary Work; No. TX 6-524-254

Title: Number and Operations, *Grades 6-8*; Class: Performing Arts; No. PA 1-367-185

(11) *Geometry and Measurement, Grades 6-8*

Title: Geometry and Measurement, Grades 6-8; Class: Literary Work; No. TX 6-524-255

Title: Geometry and Measurement, Grades 6-8; Class: Performing Arts; No. PA 1-367-186

(12) *Algebra, Grades 6-8*

Title: Algebra, Grades 6-8; Class: Literary Work; No. TX 6-524-257

Title: Algebra, Grades 6-8; Class: Performing Arts; No. PA 1-367-187

(13) *Data Analysis and Probability, Grades 6-8*

Title: Data Analysis and Probability, Grades 6-8; Class: Literary Work; No. TX 6-524-256

Title: Data Analysis and Probability, Grades 6-8; Class: Performing Arts; No. PA 1-367-188

(d) Core Course Materials For Laureate's Reading And Math Degree Programs(14) *Teacher As Professional*

Title: Teacher As Professional; Class: Literary Work; No. TX 6-524-269

Title: Teacher As Professional; Class: Performing Arts; No. PA 1-367-173

(15) *Effective Teaching Using Learning Styles and Multiple Intelligences*

Title: Effective Teaching Using Learning Styles and Multiple Intelligences; Class: Literary Work; No. TX 6-524-272

Title: Effective Teaching Using Learning Styles and Multiple Intelligences; Class: Performing Arts; No. PA 1-367-172

(16) *Instructional Models and Strategies*

Title: Instructional Models and Strategies; Class: Literary Work; No. TX 6-524-265

Title: Instructional Models and Strategies; Class: Performing Arts; No. PA 1-367-174

(17) *Designing Curriculum, Instruction and Assessment, Part I*

Title: Designing Curriculum, Instruction and Assessment, Part I; Class: Literary Work; No. TX 6-524-258

Title: *Designing Curriculum, Instruction, and Assessment, Part I*; Class: Performing Arts; No. PA 1-367-790

(18) *Designing Curriculum, Instruction and Assessment, Part II*

Title: Designing Curriculum, Instruction and Assessment, Part II; Class: Literary Work; No. TX 6-524-261

Title: Designing Curriculum, Instruction, and Assessment, Part Two; Class: Performing Arts; No. PA 1-367-180

(19) *Collaborative Action Research*

Title: Collaborative Action Research; Class: Literary Work; No. TX 6-524-270

Title: Collaborative Action Research; Class: Performing Arts; No. PA 1-367-171

(20) *Habits of Mind: Thinking Skills to Promote Self-Directed Learning*

Title: Habits of Mind: Thinking Skills to Promote Self-Directed Learning; Class: Literary Work; No. TX 6-524-271

Title: Habits of Mind: Thinking Skills to Promote Self-Directed Learning; Class: Performing Arts; No. PA 1-367-170

Copies of the registrations of these materials are attached hereto as Exhibit A. Teachscape does not have authorization, consent, or license to reproduce, make derivative works of, or otherwise utilize Laureate's copyrighted AudioVisual and Online Course Materials.

12. Starting in approximately Summer of 2004 and continuing through approximately October 2005, Teachscape hired, or contracted with, at least twelve former employees of Canter (collectively "Canter's Former Employees"), including:

(1) Barbara DeHart: Ms. DeHart was formerly employed by Canter from June 2001 through July 2005, most recently as a Program Specialist in Product Development. As a Program Specialist, Ms. DeHart developed course materials for Laureate's and Canter's various master's degree programs, and was very familiar these materials. More specifically, in 2005 immediately prior to departing from Canter, Ms. DeHart developed course materials, including drafting written materials, for Laureate's Math Degree Programs and the courses that are part of that program. Ms. DeHart also was very familiar with Laureate's Reading Degree Program and its contents while they were in development and were not publicly known. Upon information and belief, Ms. DeHart afterward was, and/or currently is, employed by or an independent contractor of Teachscape.

1 (2) Brenda Pope-Ostrow: Ms. Pope-Ostrow was formerly employed by  
2 Canter from January 2001 through October 2005, most recently as a Director, Editorial  
3 Services. As a Director, Editorial Services, Ms. Pope-Ostrow developed and edited written  
4 course materials for Laureate's Reading and Math Degree Programs. Ms. Pope-Ostrow was  
5 very familiar with the contents of these programs while they were in development and were  
6 not publicly known. Upon information and belief, Ms. Pope-Ostrow afterward was, and/or  
7 currently is, employed by or an independent contractor of Teachscape.

8 (3) Melissa Jaivin: Ms. Jaivin was formerly employed by Canter from  
9 December 1991 through April 2004, most recently as its Vice President, Distance Learning  
10 Masters Programs. As an executive overseeing Canter's business in distance-delivered  
11 master's degree programs, Ms. Jaivin partook in critical aspects of this business. Ms. Jaivin  
12 was part of the group of Canter executives that strategized over and formulated Canter's  
13 business plans in the 2001 through 2004 time-frame, which resulted in Laureate's Reading  
14 and Math Degree Programs. Thus, Ms. Jaivin was familiar with the content of these  
15 programs while they were in development and were not publicly known. Ms. Jaivin also  
16 negotiated Canter's contract with Marygrove for providing master's degree programs and  
17 graduate course programs. Upon information and belief, Ms. Jaivin afterward was, and is  
18 currently, employed by Teachscape as a Vice President, Higher Education.

19 (4) Hae Young Kim: Ms. Kim was formerly employed by Canter from  
20 June 1998 through September 2004, most recently as its Vice President, Graduate Courses.  
21 As an executive overseeing Canter's business in distance-delivered graduate course  
22 programs, Ms. Kim also was part of the group of Canter executives that strategized over and  
23 formulated Canter's business plans in the 2001 through 2004 time-frame, which resulted in  
24 Laureate's Reading and Math Degree Programs. Thus, Ms. Kim also was familiar with the  
25 content of these programs while they were in development and were not publicly known.  
26 Upon information and belief, Ms. Kim afterward was, and/or is currently, employed by  
27 Teachscape as Vice President, Sales & Marketing, Higher Education.

28



1 (5) Mike Soules: Mr. Soules was formerly employed by Canter from June  
2 1998 through September 2004, most recently as its Vice President, Business Development.  
3 As an executive overseeing Canter's business development for distance-delivered programs,  
4 Mr. Soules also was part of the group of Canter executives that strategized over and  
5 formulated Canter's business plans in the 2001 through 2004 time-frame, which resulted in  
6 Laureate's Reading and Math Degree Programs. Thus, Mr. Soules also was familiar with  
7 the content of these programs while they were in development and were not publicly  
8 known. Upon information and belief, Mr. Soules afterward was, and/or currently is,  
9 employed by Teachscope as General Manager, Higher Education.

10 13. As described in part above, among Canter's Former Employees are several of  
11 Canter's long-term, key employees who were integral to the development of Canter's  
12 education master's degree programs and graduate courses for teachers. However, in 2004  
13 through 2005, these individuals had obtained positions at Teachscope.

14 14. Before hiring Canter's Former Employees, Teachscope had not offered a  
15 master's degree program or even graduate level course program in teaching. Within months  
16 of employing Ms. DeHart and Ms. Pope-Ostrow, however, in early 2006 Teachscope  
17 marketed graduate level courses and then in September 2006 it marketed masters degree  
18 programs in teaching with a specialization in Reading and Literacy for Grades K-6  
19 ("Teachscope's Reading Degree Program"), two specializations in Mathematics, with one  
20 for Grades K-5 and one for Grades 6-8 (collectively, "Teachscope's Math Degree  
21 Programs"), and a specialization in Curriculum, Instruction, and Assessment  
22 ("Teachscope's CIA Degree Program").

23 15. Specifically, in or around September 2006, Teachscope began to market its  
24 Reading, Math, and CIA Degree Programs, with courses starting in 2007, as being offered  
25 through Marygrove, the same educational institution that was offering Canter's CIA Degree  
26 Program at that time. The program curriculum and courses for Teachscope's Reading and  
27 Math Degree Programs, now currently offered through Marygrove, are set forth in the web  
28 pages attached as Exhibit B. For reasons explained in paragraph 18 below, Teachscope later



1 withdrew its CIA Degree Program and that program is not currently being offered through  
2 Marygrove.

3       16. Laureate is informed and believes that Teachscape relied upon and/or  
4 otherwise used information obtained by Canter's Former Employees, including Ms. DeHart,  
5 Ms. Pope-Ostrow, Ms. Jaivin, Ms. Kim, and Mr. Soules as a result of their employment  
6 with Canter in creating Teachscape's master's degree programs and corresponding course  
7 materials, given that these individuals were not only familiar with Laureate's Reading and  
8 Math Degree Programs, but took part in their development. In addition, Canter's own  
9 experience with developing master's degree programs and course materials for those  
10 programs is that it requires at least 18-24 months to develop such a program and obtain  
11 necessary approvals for its use by an accredited educational institution. On information and  
12 belief, Teachscape developed three master's degree programs, negotiated a contract with a  
13 educational institution partner to offer those programs, developed a marketing strategy, and  
14 began marketing its master's degree programs in or around a year's time. In addition,  
15 Teachscape developed and marketed its first graduate courses in or around 6 months.

16       17. Although not subject matter of copyright protection in and of themselves,  
17 Teachscape's Reading and Math Degree Programs have program specializations, structures,  
18 and course subject matters that are very similar to those of Laureate's Reading and Math  
19 Degree Programs, respectively, as shown below:

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**Laureate's Master's Degree Programs****Specialized Courses for Laureate's  
Reading Degree Program for Grades K-6:**

- *Foundations of Reading and Literacy Development*
- *Supporting the Struggling Reader*
- *Strategies for Literacy Instruction, Part I*
- *Strategies for Literacy Instruction, Part II*

**Specialized Courses for Laureate's  
Math Degree Program for Grades K-5:**

- *Elementary Mathematics: Number and Operations*
- *Elementary Mathematics: Geometry and Measurement*
- *Elementary Mathematics: Algebra*
- *Elementary Mathematics: Data Analysis and Probability*

**Specialized Courses for Laureate's  
Math Degree Program for Grades 6-8:**

- *Number and Operations, Grades 6-8*
- *Geometry and Measurement, Grades 6-8*
- *Algebra, Grades 6-8*
- *Data Analysis and Probability, Grades 6-8*

**Core Courses Common To All Degrees**

- *Teacher as Professional*
- *Effective Teaching Using Learning Styles and Multiple Intelligences*
- *Instructional Models and Strategies*
- *Designing Curriculum, Instruction, and Assessment, Part I*
- *Designing Curriculum, Instruction, and Assessment, Part II*
- *Collaborative Action Research*

**Teachscape's Master's Degree Programs****Specialized Courses for Teachscape's  
Reading Degree Program for Grades K-6:**

- *Foundations of Reading and Literacy*
- *Assessment & Intervention for Struggling Readers*
- *Reading in the Content Areas*
- *The Reading and Writing Connection*

**Specialized Courses for Teachscape's  
Math Degree Program for Grades K-5:**

- *Problem Solving and Number & Operations, Grades K-5*
- *Measurement and Geometry, Grades K-5*
- *Algebra, Grades K-5*
- *Data Analysis and Probability, Grades K-5*

**Specialized Courses for Teachscape's  
Math Degree Program for Grades 6-8:**

- *Problem Solving and Number & Operations, Grades 6-8*
- *Measurement and Geometry, Grades 6-8*
- *Algebra, Grades 6-8*
- *Data Analysis and Probability, Grades 6-8*

**Core Courses Common To All Degrees**

- *Teacher as Leader*
- *Understanding Teaching and Learning*
- *Instructional Design*
- *Effective Assessment*
- *Teacher as Researcher*
- *Meeting the Needs of All Students*

1           18. As a result of the conduct alleged above, in addition to the other wrongful acts  
2 of misappropriation of trade secrets, intentional interference with prospective economic  
3 relationship, intentional interference with contract, false advertising and unfair competition,  
4 as alleged in the initial Complaint For Injunctive Relief and Damages filed in this action but  
5 not asserted in this Court at this time, Laureate and Canter separately contacted Teachscope  
6 and Marygrove in the Fall of 2006 and inquired about Teachscope's Math, Reading, and  
7 CIA Degree Programs that Teachscope intended to launch through Marygrove in early  
8 2007. At that time, Marygrove denied the existence of any relationship between itself and  
9 Teachscope. Teachscope, on the other hand, did not deny the relationship because it had  
10 publicly advertised the existence of such. Teachscope, however, denied any wrongdoing.  
11 Irrespective of their inconsistent positions, Teachscope and Marygrove discontinued  
12 offering Teachscope's CIA Degree Program, but a few months later resumed offering  
13 Teachscope's Reading and Math Degrees, as set forth in Exhibit B.

14           19. Teachscope's course materials for Teachscope's Reading and Math Degree  
15 Programs, including drafts thereof, are not available to the general public. At best, only  
16 some of these materials are available to teachers that are students currently enrolled in those  
17 programs through Marygrove. Only the entire set of materials would be available to a  
18 single individual once that person had completed the entire program. Absent consent, the  
19 only means by which Laureate could obtain some of the materials was through a pretext  
20 carried out over a significant period of time, which Laureate deemed inappropriate.

21           20. Laureate therefore has repeatedly requested that Teachscope provide to  
22 Laureate, pursuant to a confidentiality agreement if necessary, copies of Teachscope's  
23 course materials, including drafts. Under Ninth Circuit law and per the rulings of this  
24 Court, the absence of a final version that is substantially similar to a copyrighted work does  
25 not negate liability for copyright infringement as evidenced in draft versions or other  
26 intermediate copying. *See Walker v. Univ. Books, Inc.*, 602 F.2d 859, 864 (9th Cir. 1979)  
27 (reversing district court ruling that blueprint for final product could not infringe, and  
28 holding that the fact that "an allegedly infringing copy of a protected work may itself be

only an inchoate representation of some final product to be marketed commercially does not in itself negate the possibility of infringement. The question is not whether the [accused infringers] utilized the blueprints as merely a step in the manufacture of their cards but whether they unauthorizedly utilized [the copyrighted] work in the manufacture of their blueprints.”); *see, e.g., Cinebase Software, Inc. v. Media Guar. Trust, Inc.*, No. C98-1100 FMS, 1998 WL 661465 (N.D. Cal. Sept. 22, 1998) (“Defendants argue that this claim should be dismissed because plaintiffs have not adequately identified the product with which defendant is allegedly infringing plaintiff’s copyrights. They argue further that the dismissal should be with prejudice because all parties agree that defendant does not currently have a product that plaintiff could identify. First, the lack of a completed marketable product does not defeat plaintiff’s copyright claim. Section 106 protects a copyright owner from another’s reproduction of the copyrighted work or preparation of derivative works based upon the copyrighted work as well as from the distribution of copies to the public. 17 U.S.C. § 106. Defendants’ completion of their product is therefore not a prerequisite to a copyright infringement claim. Second, the Court does not agree with defendant that there is a heightened pleading standard in copyright infringement cases. [citation omitted] Rule 8 simply requires that a plaintiff provide a defendant with adequate notice of the subject of the claims to allow the defendant to respond. Here, defendant does not yet have a finished product, but all parties agree that it is quite far along in the development of a software program designed to manage digital media. As there is no ambiguity regarding the product plaintiff refers to in the First Amended Complaint, the Court finds that plaintiff has met the requirement of Rule 8.”)

21. Teachscape consistently has refused to provide any materials under any form of confidentiality order, claiming that to do so would overburden it. In October 2006, Laureate limited its request to the earliest available draft and final version—i.e., latest version, or published version if publication has occurred—of the materials for those specific courses identified in paragraph 25 below. Consistent with its conduct to date, however, Teachscape refused to provide even first drafts, or to provide any final course materials.

1 The parties' correspondence regarding Laureate's limited request is attached hereto as  
2 Exhibit C.

3 22. Following Teachscape's refusal, on October 15, 2007, Laureate served  
4 requests for production, pursuant to Federal Rule of Civil Procedure 34, seeking the earliest  
5 available draft and final version of the materials for courses identified in paragraph 25  
6 below. In its response to these requests on November 16, 2007, Teachscape indicated it  
7 "would not produce any such information absent entry of a protective order" and further  
8 qualified by agreeing to produce these materials only if "the Court should deny  
9 Teachscape's Motion to Dismiss" pending at the time. At the same time, Teachscape  
10 refused to negotiate a protective order so that the confidentiality of materials could be  
11 maintained, opposed a motion by Laureate for entry of a protective order, and has refused to  
12 participate in the discovery process while its motion to dismiss was pending or granted, the  
13 latter of which is contrary to Ninth Circuit law. *See Telluride Mgmt. Solutions, Inc. v.*  
14 *Telluride Inv. Group*, 55 F.3d 463, 466 (9th Cir. 1995).

15 23. In light of Teachscape's wrongful acts of misappropriation of trade secrets,  
16 intentional interference with prospective economic relationship, intentional interference  
17 with contract, false advertising and unfair competition, as alleged in the initial Complaint  
18 For Injunctive Relief and Damages that will be pursued in another forum, combined with  
19 other acts alleged herein, including Teachscape's refusal to provide access to the materials  
20 at issue despite Laureate's demands and discovery requests, Laureate has conducted a  
21 reasonable pre-filing inquiry into the similarity of Teachscape's materials to its own  
22 copyrighted works. Laureate has therefore met its duty of reasonable inquiry imposed by  
23 Federal Rule of Civil Procedure 11. *See Hoffman-LaRoche Inc. v. Invamed Inc.*, 213 F.3d  
24 1359 (Fed. Cir. 2000); *Intamin, Ltd. v. Magnetar Techs. Corp.*, 483 F.3d 1328 (Fed. Cir.  
25 2007).

26 24. Accordingly, as set forth herein, Laureate has a reasonable basis to infer that,  
27 at least as of September 2006, Teachscape has been infringing Laureate's registered  
28

1 copyrights in its AudioVisual and Online Course Materials by making copies and derivative  
2 works therefrom, in violation of the Copyright Act, 17 U.S.C. §§ 101 *et seq.*

3 25. It is reasonable to infer for the reasons set forth herein that Teachscope has  
4 invaded one or more of the exclusive rights afforded Laureate under 17 U.S.C. § 106 with  
5 respect to Teachscope's following course materials:

6 Specialized Courses for Teachscope Reading Degree for Grades K-6:

- 7
- 8 • Foundations of Reading and Literacy
  - 9 • The Reading and Writing Connection
  - 10 • Reading in the Content Areas
  - 11 • Assessment & Intervention for Struggling Readers

12 Specialized Courses for Teachscope Math Degree for Grades K-5:

- 13
- 14 • Problem Solving and Number & Operations, Grades K-5
  - 15 • Measurement and Geometry, Grades K-5
  - 16 • Algebra, Grades K-5
  - 17 • Data Analysis and Probability, Grades K 5

18 Specialized Courses for Teachscope Math Degree for Grades 6-8:

- 19
- 20 • Problem Solving and Number & Operations, Grades 6-8
  - 21 • Measurement and Geometry, Grades 6-8
  - 22 • Algebra, Grades 6-8
  - 23 • Data Analysis and Probability, Grades 6 8

24 Core Courses Common To All Degrees:

- 25
- 26 • Teacher as Leader
  - 27 • Understanding Teaching and Learning
  - 28 • Instructional Design
  - Effective Assessment
  - Teacher as Researcher
  - Meeting the Needs of All Students



26. Teachscape's conduct has deprived, and continues to deprive, Laureate of the benefits of licensing the AudioVisual and Online Course Materials to Canter's educational institution partners, such as Marygrove. Teachscape has further been unjustly enriched by its copying and use of the AudioVisual and Online Course Materials, and works derived therefrom in its business.

27. By reason of Teachscape's acts alleged herein, Laureate has suffered damage in an amount to be proved at trial.

28. Teachscape threatens to continue to do the acts complained of herein, and unless restrained and enjoined will continue to do so, all to Laureate's irreparable damage. Laureate does not have an adequate remedy at law to compensate it for injuries threatened. Laureate is therefore entitled to an injunction restraining Teachscape, its officers, agents and employees, and all persons acting in concert with it, from engaging in further acts in violation of the Copyright Act.

## PRAYER FOR RELIEF

29. WHEREFORE, Laureate prays as follows:

A. For a judgment pursuant to 17 U.S.C. § 501 that Teachscape has infringed Laureate’s copyrights in the AudioVisual and Online Course Materials;

B. For an entry of preliminary and permanent injunctive relief pursuant to 17 U.S.C. § 502 enjoining and restraining Teachscape, its offices, directors, agents, servants, employees and all other persons in privity or acting in concert with it from further infringing any Laureate's copyrights as described herein and any others, by directly or indirectly using, selling, offering to sell, licensing, offering to license, disclosing, distributing, or making derivatives, thereof;

C. For entry of relief impounding and/or destruction of all infringing articles and derivatives thereof, pursuant to 17 U.S.C. § 503;

D. For a finding that the infringement by Teachscape was willful, and for an award that accounts for its willful infringement, pursuant to 17 U.S.C. § 504;

1 E. For an accounting of all of Teachscape's profits attributable to the  
2 infringement, including both direct profits and indirect profits in the form of sales,  
3 convoyed sales, and licensing of infringing works and derivatives thereof, pursuant to 17  
4 U.S.C. § 504;

5 F. For an award to Laureate of its actual damages and any additional  
6 profits of Teachscape, pursuant to 17 U.S.C. § 504;

7 G. For an award of Laureate's attorneys' fees, expenses and costs of suit  
8 incurred as a result of this lawsuit;

9 H. For an award to Laureate of such other and further relief as this Court  
10 deems just and proper under the circumstances.

11 Dated: January 22, 2008

Respectfully submitted,

12 HELLER EHRMAN LLP

13  
14 By /s/ DANIEL N. KASSABIAN

Attorneys for Plaintiff

15 LAUREATE EDUCATION, INC.

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17  
18 **DEMAND FOR JURY TRIAL**

19 In accordance with Federal Rule of Civil Procedure 38(b), Plaintiff Laureate  
20 Education, Inc. demands a trial by jury on all issues triable by a jury.

21 Dated: January 22, 2008

Respectfully submitted,

22 HELLER EHRMAN LLP

23  
24 By /s/ DANIEL N. KASSABIAN

Attorneys for Plaintiff

25 LAUREATE EDUCATION, INC.